



HENDON MOSQUE & ISLAMIC CENTRE

Brent View Road, off West Hendon Broadway, London, NW9 7EL
Tel: 020 8202 3236 Fax: 020 8201 5904 Charity Reg: 289 834
Email: office@hendonmosque.co.uk www.hendonmosque.co.uk

Lettings Policy

ADOPTION

The Management Committee at their meeting on _____ adopted the lettings policy.

POLICY OBJECTIVES

The Management Committee and endorse this Lettings Policy and recognise the principles therein, namely:-

- (i) that school premises represent a significant capital investment and should be fully utilised;
- (ii) are a valuable community resource;
- (iii) educational usage, education premises constitutes a natural priority;
- (iv) that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

ADMINISTRATION OF LETTINGS

1) General

All Applicants and organisations who wish to make use of the school premises will be vetted by the Secretary or Vice Secretary

2) Variations

No member of staff or trustee is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations.

3) Lettings Documentation

All formal hiring of the schools premises, including those for which no charge is made shall be properly documented. All hirers must complete a Hire Agreement and will receive a copy of the conditions of hire. The hire agreement is a contract which the management committee may enforce at law.

4) Scale of Charges

In arriving at their scale of charges the governors have followed the following principles:-

- (i) that private users will be charged on a cost plus an income margin for the Mosque;
- (ii) that there will be parity of treatment for similar users;
- (iii) that overall the cost of letting school facilities will be recovered from users.

5) Minimum charges and deposits

The minimum hire period will be one hour. The management committee reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

6) Notice Period

There is no set period of notice that must be given so the management committee and the User can decide this between themselves. However, it is important that notice periods are reasonable and allow enough time for all the checks and verifications that need to be made.

7) Cancellations

The management committee will seek to recover any cost incurred by the Mosque which are unavoidable and result directly from the cancellation of a letting.

8) Payment methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. The school will invoice the hirer directly immediately following the letting. Hirers who have block bookings of school facilities will be invoiced on a monthly in advance basis.

9) Extension of Credit

The management committee will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the management committee reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official Mosque invoice will be issued. The management committee have chosen to delegate the approval of credit facilities to the Treasurer who is to maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

10) Security

The management committee will ensure that always have at least one member of staff on site during the period of hire. The Mosque reserves the right and has delegated power to

- the Secretary

to insist upon additional staffing presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage. This additional cost will be borne by the hirer and be subject to prior negotiation and approval prior to the letting.

11) Review of Policy

The management committee will review the policy every 3 years and the scale of hire charges for the forthcoming year will also be reviewed and updated.

PRINCIPLES OF HIRE

1) Use of School Premises

The use of the school premises both during and outside of normal school hours is under the control of the management committee of the Hendon Mosque. The management committee will make accommodation available subject to assurance that the purpose for which the premises are hired will not result in controversy, disrepute, legal action or disorderly behaviour.

2) Responsibilities of the Management Committee

The management committee are responsible for hiring procedures, arrangements and conditions. The management committee will ensure that the area and any furniture or equipment being hired is in a suitable condition for use. The management committee will

ensure, as far as is reasonably practicable, that there are no risks to health and safety. This duty extends to the rooms or spaces being hired, corridors, staircases, and pavements used to access the premises and accommodation, toilets, furniture and equipment used.

If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes will be in place to allow users to evacuate safely. All areas that are hired will be accessible to people with special needs. The management committee is responsible for the security of the school premises when they are hired out to other users. Keys will not be given out to hirers. The school must be locked / unlocked by a designated member of the school staff at all times and without exception. The management committee reserve the right to terminate the contract at any time.

3) Conditions of Hire

For every hire, the hirer must complete, sign and retain a copy of the hire form and will be given a copy of the full conditions of hire. The forms used for the hire of the school's premises and facilities are attached to this policy document. All hirers should make themselves aware of the emergency procedures, fire fighting equipment and information displayed in the area of hire.

A no smoking policy is in place across all areas (both internal and external) of the school site and must be strictly adhered to at all times.

4) Insurance Hirers

When the premises are used for purposes not under the direction of the Head Teacher then the person in charge of the activities for which the premises are in use will have responsibility for safe practices. The management committee will seek to ensure that hirers who use the school premises conduct themselves and carry out their operations in such a manner that all statutory and advisory safety requirements are met at all times.

When the school premises or facilities are being used out of normal school hours as long as they are being used for school-sponsored or school-run activities they are suitably insured. However, the organiser of a non-school-run or school-sponsored activity, even if an employee, will, for the purposes of this policy be treated as a hirer. The Head Teacher will ensure that hirers, contractors or others who use the school premises provide written confirmation of public Liability Insurance cover before hiring of the premises is allowed.

In summary for the school:

- The premises may be hired for non-school & non-authority use by private organisations, clubs & individual members of the public, some may hold suitable legal liability insurance and others will not;
- It should be made clear in the hiring agreement that any hirer, who causes damage to the premises or equipment, will be held responsible for the cost of any repairs and must insure this risk and hold legal liability for claims arising from their group's activities.
- This policy offers cover to those lettings that are non-commercial, community groups etc;
- Should ensure that any commercial hirer produces evidence of his or her current legal liability insurance before accepting their booking (i.e. minimum of £5 million for Public Liability)
- The THIRD PARTY HIRERS' POLICY offers liability insurance that will provide indemnity to persons hiring School premises in the event of a claim being made as a result of an incident during the letting. When the premises are hired to persons

outside the employ of the school it will be a condition for all hirers, contractors and others using the school premises or facilities that they are familiar with the school's health and safety policy.

5) THIRD PARTY HIRERS' POLICY

This is a primary cover protecting the hirer, i.e. in the main voluntary groups / individuals who have no Public Liability insurance or very limited cover. It is therefore administratively easier for the school to include within that fee an additional charge for insurance; this saves the school from having to check that the hirer has adequate insurance and ensures compliance. It will also be much cheaper for the hirer as even if they could arrange temporary cover it would be much more expensive than the additional fee. No cover is provided to the school as any liability arising as property owners would be covered by the school's Public Liability arrangements. Summary of cover as follows:-

- Personal injury to any person (other than an employee of the Hirer) if such injury arises out of or in the course of employment by the Hirer
- Property damage to the premises or the contents of the premises
- Property damage to any other property not belonging to nor in the custody or control of the Hirer or any person in the Hirer's service Reviewed May 2014
- Property damage or personal injury under the terms of the agreement occurring during the period of insurance arising out of the activities of the Hirer at the premises
- Limit of indemnity is £5 million (excess = £100)

Exclusions

The management committee reserves the right to refuse any booking. In particular the following activities will not be permitted:

- (i) events supportive of terrorism, or which popularise hatred or intolerance of those with particular protected characteristics
- (ii) Political events / religious rallies / or other meetings relating to demonstrations

The secretary will confirm that organisations and individuals are vetted through open source resources (e.g. Google checks) to ensure that any individuals or organisations that are in breach of these points are NOT granted hire of the Premises.